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CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY 91 DEPUTY

Rica C. Angelo, Pro Se
1970 Columbia St., #315
San Diego, CA 92101
(702) 396-1527

IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

RICA C. ANGELO,

Plaintiff,

vs.

COUNTYWIDE BANK MORTGAGE
CORP., COUNTRYWIDE BANK, FSB.,
RECONTRUST COMPANY
AURORA LOAN SERVICES

Defendant(s),

Case No.:

'08 CV 1253 W JMA

EX PARTE APPLICATION AND
SUPPORTING DECLARATION OF
RICA C. ANGELO FOR A STAY OR
TEMPORARY RESTRAINING ORDER/
PRELIMINARY INJUNCTION AND
ORDER TO SHOW CAUSE, AND
CERTIFICATION

Plaintiff, RICA C. ANGELO, Pro Se, hereby applies for an Ex Parte Temporary Restraining Order/Preliminary Injunction or Stay Order against the named Defendant(s), and as grounds therefore would state as follows:

1. Plaintiff requests a stay Order or temporary restraining Order to enjoin and restrain the Defendant(s) named herein, their agents, servants and employees from scheduling or executing a proposed Trustee's sale in regard to a non-judicial foreclosure action without judicial oversight and without a

1 valid Court Order, and further to require the named Defendants
2 to appear and show cause why the relief requested in this
3 application should not be granted, and to produce in open Court
4 the original promissory note with all endorsements and
5 attachments to establish Defendants right and entitlement to
6 conduct said non-judicial Trustee's Sale.

7 2. Plaintiff(s) has filed contemporaneously herewith a
8 Complaint for Truth in Lending violations, which Complaint is
9 currently pending before the District Court. Plaintiff requests
10 that this Honorable Court enjoin and restrain the execution of
11 the non-judicial Trustee's sale pending the resolution of the
12 Plaintiff's claims as set forth in Plaintiffs Complaint for
13 Truth in Lending violations. Attached hereto and made a part
14 hereof as Plaintiff's Exhibit "A" is a copy of said Complaint.

15 3. This application is made pursuant to the Federal Rules of
16 Civil Procedure. Plaintiff is entitled to the relief requested,
17 including but not necessarily limited to enjoining and
18 restraining the Defendants from executing a Trustee's Sale of
19 the subject property pending resolution of Plaintiff's claims on
20 the merits.

21 4. The executing by Defendants of a Trustee's sale would
22 fall outside of the authority of the Defendants if said
23 Defendants are unable to produce the original signed promissory
24 note with all attachments showing their legal entitlement to
25 schedule and conduct said Trustee's sale. Should said sale be
26 permitted to go forward without the proper legal authority and
27 entitlement to do so, Plaintiff(s) would be irreparably injured
28 in that Plaintiff would lose all right, title and interest in
and to her unique real property, would lose all of her equity in

1 the subject property, would lose the right of possession of the
2 subject property, including but not limited to her right of
3 quiet enjoyment of the property, and would suffer great personal
4 injury, including but not limited to defamation of Plaintiffs
5 credit, the infliction of emotional distress upon Plaintiff, and
6 other injury and damages personal to Plaintiff. Plaintiff will
7 suffer these injuries, even if her claims are meritorious,
8 unless Defendant is enjoined and restrained. Once Plaintiff has
9 suffered the injury, any pecuniary amount would be inadequate to
10 compensate Plaintiff for her injuries, making said injury
11 irreparable.

12 5. Plaintiff further contends that Defendants have not
13 properly applied Plaintiff's payments to the account maintained
14 by Defendants, and may have made incorrect interest rate
15 adjustments, incorrect tax impound amounts and may have
16 otherwise misapplied Plaintiff's payments. Plaintiff further
17 requests that Defendants appear and provide a detailed analysis
18 of the amount Defendant contends is due and owing on the note
19 and deed of trust at issue. Unless and until Defendants can
20 provide said detailed account as to the amount Defendants
21 contend is due and owing, Defendant should not be permitted to
22 conduct the scheduled Trustee's sale, which would be in
23 derogation of the rights of Plaintiff.

24 6. Plaintiff would be entitled to damages to compensate
25 Plaintiff for all detriment proximately caused by the wrongful
26 conduct of the servicer or Trustee pursuant to California Civil
27 Code Section 3333. Until the Court is able to make such a
28 determination, Defendant(s) should be enjoined from going
forward with the scheduled Trustee's sale.

1 7. Plaintiff has no other adequate remedy at law.

2 8. Plaintiff requests that this Honorable Court
3 grant the relief on an ex parte basis without notice to
4 the other side, in that the threatened proposed
5 Trustee's sale is imminent, and there is insufficient
6 time for Defendants to be heard in opposition prior to
7 the threatened injury taking place. Further, were
8 Defendants given advance notice concerning this relief,
9 Defendants would, in all probability, seek to
10 accelerate the injuries sought to be apprehended.

11 9. The relief requested should be granted because the injury
12 and harm that would be suffered by Plaintiff is greater than the
13 potential injury or harm to Defendants, and when balanced, the
14 greater harm would be suffered by Plaintiff and the equities in
15 this matter tip heavily in favor of the Plaintiff.

16 10. The public interest would be served in that granting
17 the requested relief would protect the public from truth in
18 lending violations, predatory lending practices, and other
19 violations of federal and California law, including Deceptive
20 and Unfair Trade Practices in the conduct of the mortgage
21 lending business, and would prevent homeowners in the community
22 from summarily, without any judicial oversight, losing their
23 homes and from becoming homeless and becoming a burden on the
24 community.


25 11. Attached hereto and in support of this application for
26 Ex Parte Temporary Restraining Order/Preliminary Injunction and
27 Order to show cause is Plaintiff's sworn Declaration attesting
28 the truthfulness of the facts and allegations contained in this
application.

12. Plaintiff requests that this Honorable Court grant the requested relief without bond in that Plaintiff is unable to afford or to pay a bond of any kind or type, and that such a Bond requirement would have an inequitable effect on the ability of Plaintiff and other members of the public to obtain redress of their grievances through the Courts and would have a negative effect on public access to the Courts.

13. Other grounds to be argued ore tenus.

CERTIFICATE OF SERVICE

I (WE) HEREBY CERTIFY that a true and correct copy of the Foregoing Application for Ex Parte Temporary Restraining Order/ Preliminary Injunction has been furnished to the following:
Defendants COUNTRYWIDE HOME LOANS, at 400 Countrywide Way SV-35 Simi Valley, CA 93065, COUNTYWIDE BANK, at 2175 N. California Blvd., Suite 400, Walnut Creek California, 94596; RECONTRUST COMPANY 1757 Tapo Canyon Rd.SVW-88 Simi Valley, CA 93063 and Defendant Aurora Loan Services, at 10350 Park Meadows Dr. Littleton, CO 80124 by U.S. mail, with sufficient postage attached, this ____day of June, 2008.


Rica C. Angelo
1970 Columbia St., #315
San Diego, CA 92101